

YADKIN COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION MINUTES
Monday, November 21, 2011

The Yadkin County Board of Commissioners met in Regular Session on Monday, November 21, 2011, in the Yadkin County Human Services Building (Commissioners' Meeting Room), 217 East Willow Street, Yadkinville, NC.

Present were:

Chairman Kevin Austin
Vice Chairman Frank Zachary
Commissioner Gilbert Hemric
Commissioner David Moxley
Commissioner Marion Welborn

Staff present: County Manager, Aaron Church; Assistant County Manager/Finance Officer, Lisa Hughes; and Deputy Clerk to the Board, Tanya Gentry.

INVOCATION led by County Manager Aaron Church.

CALL TO ORDER by Chairman Austin at 7:00pm.

PLEDGE OF ALLEGIANCE led by Boonville Elementary School kindergarten students. The students were Amelia Byrd, Joseph Mabry, Lanie Carter, Dawson Hayes, Miles Henshaw, Aydan Parks, Kimberly Moore, Haley Robertson, Libby Johnson, Joshua Kaufman, and Hope Bruce.

ADJUSTMENTS TO/ADOPTION OF THE AGENDA

Item 7, Authorize Health Department to Advertise for and Hire a Processing Assistant IV, under Board Action was moved to Closed Session. **Commissioner Hemric made a motion to adopt the agenda with the noted change. Commissioner Welborn second.**

Vote: 5/0.

PUBLIC COMMENTS

- 1) Dianne Doub, of East Bend, addressed the Board. She read from an article in the Carolina Journal that spoke about Yadkin County earning an A in transparency from the John Locke Foundation. Only 3 out of the 100 counties in North Carolina has achieved an A rating. She stated that she was proud of Yadkin County and congratulated Aaron Church and anyone else who was involved in this achievement.

Chairman Austin closed the Public Comments portion at 7:10pm.

APPROVAL OF MINUTES

Vice Chairman Zachary made a motion to approve all sets of minutes as presented. Commissioner Moxley second.

Vote: 5/0.

REPORTS/REQUESTS OF THE BOARD

- 1) None.

CONSENT AGENDA

Commissioner Moxley made a motion to approve the consent agenda. Commissioner Hemric second.

Vote: 5/0.

- 1) Budget Amendments:
 - a) DSS.
 - b) Health Department.
- 2) Approve Contract with NC Forestry Service to Plant Trees at 5-D.
- 3) Approve Contract with Yadkin Valley Construction for General Services.
- 4) Approve the One North Carolina Fund Local Government Grant Agreement and the One North Carolina Fund Company Performance Agreement. The grant funds will be used by Lydall.
- 5) Approve Contract with Harry Maney to be the Interim Director of DSS.

[The Budget Amendments are attached as Appendix A.]

PUBLIC HEARING/ACTION TO SET PUBLIC HEARING

- 1) Public Hearing to Hear Comments Regarding the Requested Map Amendment and Reclassification of WS-III Deep Creek Watershed. The State mandated water quality standards in the 1990's. This reclassification will have to be approved by the Yadkin County Board of Commissioners and the State before an intake permit can be issued. Things existing on the property now can stay. This reclassification will affect future development of the land. The Watershed Review Board has heard the request and voted 5/0 to recommend the change. Chairman Austin opened the Public Hearing at 7:25pm. Chairman Austin asked for those who wished to speak for the change to come up. No one came forward to speak. Chairman Austin asked for those who wished to speak against the change to come up.
 - a. Hoyt Reece of Boonville addressed the Board. If this reclassification is State mandated, as they have been told, then the owners of the property and the Board of Commissioners have no choice but to do it. He asked that it be made clear whether this is mandated or not and asked Bob Clark to read where it says it is State mandated.No other speakers came forward. Chairman Austin closed the Public Hearing at 7:28pm. Bob Clark did not have the statute with him to read but said he would be happy to provide that information to anyone who wants it. He stated the reclassification does not have to happen today but it will have to happen before a public water supply goes into effect.
- 2) Public Hearing for a Zoning Map Amendment Request for Parcel ID Number 5970 (00) 50-2605. K & G Salvage (K & G Building Materials) has been in operation on this parcel, located in East Bend on Hwy 67, since at least the early 1990's. In 2003, when the County adopted countywide zoning, it was identified as Rural Agriculture instead of Manufacturing Industrial Two. If the property is rezoned and the current business sold, anything allowed in MI-2 can be placed there. The Planning Board has heard the request and voted unanimously to recommend this corrective rezoning. Chairman Austin opened the Public Hearing at 7:39pm. Chairman Austin asked for those who wished to speak for the change to come up.
 - a. Alton George addressed the Board. He stated the business was started in 1976 and there are no plans to change anything. He has spoken with the neighbors about it and the neighbors do not oppose the rezoning.Chairman Austin asked for those who wished to speak against the change to come up. No one came forward to speak. Chairman Austin closed the Public Hearing at 7:40pm.
- 3) Public Hearing to Hear Comments Regarding Text Amendments to Article 14, Section 3 and Article 11 of the Zoning Ordinance. The change to Article 14, Section 3 would allow masts, church spires, silos, grain elevators, conveyors, and other architectural embellishments not intended for human habitation to be erected to any height, unless otherwise regulated. The current height limit is 50 feet. The change to Article 11 would remove hosiery mills, knitting mills, and tire recapping shops from being permitted uses in Highway Business. Chairman Austin opened the Public Hearing at 7:44pm. No one came forward to speak either for or against the change. Chairman Austin closed the Public Hearing at 7:45pm.

BOARD ACTION

- 1) Approve Map Amendment and Reclassification of WS-III Deep Creek Watershed. **Vice Chairman Zachary made a motion to approve the map amendment and reclassification of approximately 896 acres in the WS-III Deep Creek Watershed from Watershed-III-Balance of Watershed (WS-III-BW) District to the Watershed-III-Critical Area (WS-III-CA) District. Commissioner Moxley second.**
Vote: 5/0.
- 2) Approve Corrective Zoning Map Amendment for PIN 5970 (00) 50-2605. Chairman Austin read the Statement of Zoning Consistency. **Commissioner Welborn made a motion to approve the corrective zoning map amendment for PIN#5970 (00) 50-2605 from RA to MI-2 and adopt the Statement of Zoning Consistency as presented. Commissioner Moxley second.**
Vote: 5/0.
- 3) Approve Recommended Text Amendments to Article 14, Section 3 and Article 11 of the Zoning Ordinance. **Commissioner Moxley made a motion to approve the recommended text amendments to Article 14 Section 3 and Article 11 of the Zoning Ordinance. Commissioner Hemric second.**
Vote: 5/0.

[The Text Amendments are attached as Appendix B.]

- 4) Approve Drawdown of ADM Funds. Dr. Hobbs addressed the Board. The Board of Education is requesting that \$200,000.00 be drawn down from the ADM (Corporate Tax) Fund. Approximately \$123,000.00 of those funds will be used to put security cameras in place. The remaining funds will also be used for technological purposes. These funds do not require a match. There will still be some ADM funds that can be drawn down later if needed. **Commissioner Hemric made a motion to approve the ADM drawdown of \$200,000.00. Vice Chairman Zachary second.**
Vote: 5/0.

[The signed Request is attached as Appendix C.]

- 5) Resolution Adopting a Policy for Mutual Assistance with Other Law Enforcement Agencies. Sheriff Oliver addressed the Board. This resolution allows the Sheriff to enter into mutual assistance agreements with other law enforcement agencies. The Sheriff's Association recommended that it be put before the Board for approval. Chairman Austin read the resolution. **Commissioner Welborn made a motion to adopt the Resolution Adopting a Policy for Mutual Assistance with Other Law Enforcement Agencies. Commissioner Moxley second.**
Vote: 5/0.

[The Resolution is attached as Appendix D.]

- 6) Approve Addendum to Davis-Martin-Powell & Associates Contract and Letter to NC Rural Center. The North Carolina Rural Economic Development Center awarded Yadkin County a grant to perform a water study. The water study was not completed and the County has not received those funds. The County may be able to access those funds now that Davis-Martin-Powell & Associates are conducting a county-wide water study. The County has to write a letter explaining what happened with the previous study and requesting that the scope of the project be changed to allow the funds to be used for this new study. The contract with Davis-Martin-Powell & Associates has been revised to comply with the original grant agreement. **Vice Chairman Zachary made a motion to approve the addendum to the Davis-Martin-Powell & Associates contract, pending County Attorney approval, and authorize the County Manager to send a letter to the North Carolina Rural Economic Development Center requesting the scope of project #2009-149-40101-112 Yadkin County Eastern Yadkin County Water Service Study be changed. Commissioner Welborn second.**
Vote: 5/0.

[The Resolution is attached as Appendix E.]

7) Moved to Closed Session.

CALENDAR NOTES

- 1) November 24-25, 2011 – Thanksgiving Holiday.
- 2) November 29-30, 2011 – Leadership Retreat at Lake Junaluska.
- 3) December 21, 2011 – Employee Christmas Luncheon at Union Cross Friends Meeting House.

RECESS

Recess began at 8:18pm and ended at 8:48pm.

MANAGER'S REPORTS/BOARD ACTION

- 1) Introduction of Bob Clark. The County Manager introduced Bob Clark to those present. Bob Clark is the Interim Planning Director.
- 2) Emergency Services Director. The County Manager informed those present that Keith Vestal has been named Emergency Services Director.
- 3) 5-D Road Update. The road is underway. They have not started the path to the water yet.
- 4) Jail Site Preparation Update. The jail site preparation is almost complete.
- 5) Yadkin County Phase 2 Capacity Building Project Description. The North Carolina Department of Commerce will make Yadkin County the piedmont hub for their grants. Someone from the Department of Commerce will attend the December 19, 2011 Board Meeting to explain it further.
- 6) Fiscal Control Policy. A new Fiscal Control Policy went into effect November 18, 2011. This was done as a beginning to the MUNIS Purchasing System that is being put in place.

MANAGER'S BUDGET AMENDMENTS & CONTRACTS / NO ACTION REQUIRED

- 1) Funds Transfer for Animal Control. Animal Control needed to transfer \$800.00 to cover the cost of spaying and neutering due to the increased adoption rate.

BOARD VACANCIES/APPOINTMENTS:

- 1) There are 2 vacancies on the Nursing Home - Adult Care Home Community Advisory Committee.
- 2) Resignation of Board of Health Member. Mr. Smith, the pharmacist representative, had sent written notification of his resignation from the Board of Health. A pharmacist will be needed to fill the vacant position. **Vice Chairman Zachary made a motion to accept the resignation of Mr. Smith. Commissioner Moxley second. Vote: 5/0. Vice Chairman Zachary made a motion to amend the agenda to add an appointment to the Board of Health. Commissioner Hemric second. Vote: 5/0. The Board decided to appoint Ronnie Swaim. Vice Chairman Zachary made a motion to appoint a Hamptonville pharmacist by the name of Ronnie Swaim, 1212 Marler road, as the pharmacist representative. Commissioner Welborn second. Vote: 5/0.**

COMMISSIONER COMMENTS

Commissioner Hemric thanked everyone for coming. He stated it was good to see a lot of people here. He congratulated Keith Vestal for becoming Emergency Services Director and thanked Bob Clark for his work as Interim Planning Director.

Commissioner Welborn thanked everyone for coming. He was glad to see such a large group of children come to lead the Pledge of Allegiance. He also congratulated Keith Vestal and thanked Bob Clark. He congratulated Rex Baity for his son getting elected to serve on the Boonville Board.

Vice Chairman Zachary thanked the people who attended the meeting. He thanked Dianne Doub for the nice comments she made on Yadkin County achieving an A in transparency. He congratulated Keith

Vestal. Vice Chairman Zachary was pleased by the choice and stated he was proud of Keith. He thinks Bob Clark is doing a good job. He wished everyone a Happy Thanksgiving.

Commissioner Moxley appreciated the school children coming and leading the Pledge of Allegiance. He congratulated Rex Baity for his son, William Baity, being elected to the Boonville Board. He thanked Dianne Doub for her comments and Bob Clark for his work. He thinks Bob Clark is doing a fine job. He congratulated Keith Vestal. He stated we had a good crowd earlier in the evening and he was glad to see those who were still present.

Chairman Austin stated he had been reading about the Capacity Building Project. He feels this program could be great for development in the County and the State. The Department of Commerce has some lofty goals that will be good for Yadkin County. He thanked the Yadkin County staff for their work. He thanked Lisa Hughes, Assistant County Manager/Finance Officer, for her work on getting the County a sales tax refund. It looks like Yadkin County will be receiving a substantial sales tax refund.

Chairman Austin made a motion to go into Closed Session pursuant to (1)(3)(4)(5)(6) NCGS 143-318.11(a) in order to discuss Personnel Matters and to Protect Personnel Information that is Confidential under NCGS 153A-98, to discuss the potential Location or Expansion of Industries or other Businesses in the County, to Establish the County's Negotiating Position for Acquiring Real Property and to Instruct the County Staff on that Position, and to have a Privileged Consultation with our County Attorney including about a lawsuit Yadkin County vs. S&S Yadkin.

Commissioner Welborn second.

Vote: 5/0.

After a motion to come out of Closed Session was made and the Board was in **Open Session**, **Commissioner Welborn made a motion to extend the meeting. Commissioner Moxley second.**

Vote: 5/0.

Vice Chairman Zachary made a motion to go back into Closed Session for the same reasons previously stated. Chairman Austin second.

Vote: 5/0.

After a motion to come out of Closed Session was made and the Board was in **Open Session**, **Commissioner Hemric made a motion to authorize the County Manager to enter into a contract, not to exceed \$5,000.00, with Russell Killen to review and negotiate bid documents for the jail project. Vice Chairman Zachary second.**

Vote: 5/0.

Commissioner Welborn made a motion to authorize the County Manager to enter into a contract, not to exceed \$4,000.00, with Charles Meeker to work on the S&S Yadkin property tax appeal.

Commissioner Moxley second.

Vote: 5/0.

Commissioner Moxley made a motion to adjourn. Vice Chairman Zachary second.

Vote: 5/0.

Tanya Gentry

Prepared by Tanya Gentry
Deputy Clerk to the Board

12/19/2011

Date approved by the Yadkin County Board of Commissioners

Kevin Austin

Kevin Austin, Chairman
Yadkin County Board of
Commissioners

BUDGET AMENDMENT FORM

(change in revenue and expenditure or transfers between departments or funds)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.


Finance Officer

DEPARTMENT: DSS

DEPARTMENT HEAD SIGNATURE: 

DATE: 11/07/11

LINE ITEM	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	NEW BUDGET
Special Needs Foster Care	1055320-57630	25,000	(5,000)	20,000
Scan	1055320-57860	48,000	4,000	52,000
Miscellaneous	1055300-55650	0	1,000	1,000

EXPLANATION: SCAN invoice was not paid last year. Need funds put into this years budget to cover cost of invoice.

Miscellaneous budget admendment is to Foster Children's Christmas and meal for Foster Parents.

This budget amendment has been approved by the appropriate Advisory Board.

☒ Yes
☐ No

This instrument has been approved by the Board of Commissioners as requested.


Chairman

BUDGET AMENDMENT FORM

(change in revenue and expenditure or transfers between departments or funds)

This instrument has been presaudited in the manner required by the Local Government Budget and Fiscal Control Act.


Finance Officer

DEPARTMENT: Health

DEPARTMENT HEAD SIGNATURE: Mareisa B. Thomas

DATE: 11/08/11

LINE ITEM	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	NEW BUDGET
Admin St/Fed Aid to County	104511043300	79,086	3,720	82,806
Admin Supplies	105511052010	4,000 2,897	3,720	7720 6,711

EXPLANATION: Additional State Aid to County money.

This budget amendment has been approved by the appropriate Advisory Board.

X Yes
 No

This instrument has been approved by the Board of Commissioners as requested.


Chairman

BUDGET AMENDMENT FORM

(change in revenue and expenditure or transfers between departments or funds)

This instrument has been presaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

DEPARTMENT: Health

DEPARTMENT HEAD SIGNATURE: Maria B. Thomas

DATE: 40848

LINE ITEM	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	NEW BUDGET
Family Planning State Funds	104516444203	52,795	3,018	55,813
Family Planning Med/Drugs	105516452010	8000 3018	3,018	11,018 9,022

EXPLANATION: Additional State funds to prevent pregnancy in unwed mothers.

This budget amendment has been approved by the appropriate Advisory Board.

☒ Yes
☐ No

This instrument has been approved by the Board of Commissioners as requested.

Chairman

BUDGET AMENDMENT FORM

(change in revenue and expenditure or transfers between departments or funds)

This instrument has been preaudited in
the manner required by the Local
Government Budget and Fiscal Control Act.


Finance Officer

DEPARTMENT: Health

DEPARTMENT HEAD SIGNATURE: Maria B. Thomas

DATE: 11/01/11

LINE ITEM	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	NEW BUDGET
DHHS School Nurse Initiative	1045110-51719	0	50,000	50,000
School Nurse Initiative	1055110-44231	0	50,000	50,000

EXPLANATION: New State money to support one school nurse position. The health department is provided the funds through the State and will pay the YC BOE the full amount to staff the position.

This budget amendment has been approved by
the appropriate Advisory Board.

x Yes
 No

This instrument has been approved by the
Board of Commissioners as requested.


Chairman

Section 3. Temporary Permits for Commercial Tents

A permit must be obtained from the Zoning Administrator prior to erecting a tent in the Community Business (CB), Highway Business (HB), Manufacturing Industrial One (MI-1) or Manufacturing Industrial Two (MI-2) Districts.

ARTICLE 14. EXCEPTIONS AND MODIFICATIONS

The dimensional requirements of this Ordinance shall be met in all respects except that under the specified conditions as outlined in this Ordinance the requirements may be waived or modified as stated; and in addition, the dimensional requirements may be changed or modified by the Board of Adjustment as provided for in Article 5.

Section 1. Front Yard Modifications in Residential Districts

Where fifty percent (50%) or more of the lots in any block or within six hundred (600) feet on both sides of the proposed structure, whichever is less, is composed of lots which have been developed with buildings whose front yards are less than the minimum required front yard as specified in Article 12, Dimensional Requirements, the required front yard shall be the average depth of front yards of the developed lots, or the minimum front yard as specified in Article 12, Dimensional Requirements, whichever is less. Provided further that, if any lot lies between two buildings less than one hundred (100) feet apart, the required front yard for such lot shall be no greater than the average front yard of the two adjoining lots or twenty-five (25) feet, whichever is more.

Where fifty percent (50%) or more of the lots in any block or within 600 feet on both sides of the proposed structure, whichever is less, is composed of lots with buildings whose front yards are greater than the minimum required front yard as specified in Article 12 (Dimensional Requirements), the required front yard shall be the average depth of front yards of the developed lots. Provided further, that if any lot lies between two (2) buildings which are less than 100 feet apart, the required front yard for such lot shall be no less than the average front yard of the two adjoining lots.

Section 2. Other Yard Modifications

Where through lots occur, the required front yard shall be provided on both streets. Architectural features such as open or enclosed fire escapes, steps, outside stairways, balconies and similar features, and uncovered porches may not project more than four (4) feet into any required yard setback. Sills, cornices, eaves, gutters, buttresses, ornamental features, and similar items may not project into any required yard more than thirty (30) inches.

Section 3. Height Limit Exceptions

Church steeples, chimneys, belfries, water tanks or towers, fire towers, flag poles and masts, church spires, silos, grain elevators, and conveyors, wireless and broadcasting towers, monuments, cupolas, domes, antennas (except satellite dish antennas), and similar structures, necessary mechanical appurtenances, and/or other architectural embellishments not intended for human habitation may be erected to any height, unless otherwise regulated.

Section 4. Zero Lot Lines

Any planned development in any district may make use of the Zero Lot Concept, that is, no minimum lot size or yard requirements, provided that the total area of the planned development meets the minimum lot size in its district, that the planned development remains under single control through a property owner's association or similar means, and that minimum yards and buffers, as required in its district, are preserved around the entire perimeter of the planned development. Such a planned development is a subdivision and must be approved as such through the requirements of the Subdivision Regulations, as well as meeting the requirements of the Zoning Ordinance.

Section 5. Measuring Setbacks

The front setback shall be measured from the right of way or from the edge of the pavement, whichever is closer to the proposed building site. Side and rear set backs shall be measured from the applicable property lines. From the structure the setback shall be measured from the outer wall at the point where the structure meets the ground. Attached permanent porches or decks shall be included, but eaves and access ramps shall not be included in the building footprint for the purpose of measuring the setbacks.

Section 6. Conservation Subdivisions

An owner of real property totaling 20 or more contiguous acres in area, and having existing direct access to public water and sewerage, may apply to the Zoning Administrator to create a planned conservation subdivision. Conservation subdivisions are characterized by dedicated common open space and clustered compact lots. The purpose of a conservation subdivision is to protect farmland, open space and/or natural resources and features, while

ARTICLE 11. TABLE OF USES

	FA	FR	RL	RE	RI	GE	LMF	CB	MS	ML	ME
Accessory Apartment	p	p	p	p	c			c	c		
Accessory Structure	p	p	p	p	p	p	p	p	p	p	p
Accounting	c				p			p	p		
Adult care	c				c						
Adult uses										c	
Advertising agency								p	p		
Airport, public and private	c									c	c
Ambulance service/rescue squad	p				p			p	p	p	p
Amusement park								c	c		
Animal hospital/veterinarian clinic	c							p	p		
Antique shops	c							p	p		
Apartments					p			c	c		
Apparel and footwear								p	p		
Appliances, retail and wholesale								p	p		
Aquarium								p	p		
Arcades								p	p		
Architects	c				p			p	p		
Armories								p	p		
Art galleries	c							p	p		
Art supplies	c							p	p		
Arts and graphics services	c							p	p		
Asphalt products manufacturing										c	c
Auction house								c	c		
Auditors and bookkeepers	c							p	p		
Auto, truck, and motorcycle sales								p	p		
Automatic teller machine					p			p	p	p	p
Automobiles detailing	c							p	p		
Automobiles manufacturing										c	c
Automotive supplies								p	p		
Bait and tackle sales								p	p		
Bakeries	c							p	p		
Banks and finance companies								p	p		
Barber and beauty shops	c							p	p		
Baseball hitting ranges								p	p		
Bed and Breakfast	c				c			p	p		
Bedding and carpet manufacturing										p	p
Bicycle repair	c							p	p		
Bicycle sales and service								p	p		
Billboards	c							p	p	p	p
Billiard or pool halls								p	p		
Blacksmith operations								p	p	p	p
Blueprints and drafting supplies								p	p		
Boat works manufacturing										p	p
Book and stationary stores								p	p		
Bottling plants										p	p
Bowling alley									p		
Brick, tile, and pottery yards										p	p

P - Permitted Use
C - Conditional Use
(refer to Article 15)

ARTICLE 11. TABLE OF USES

	RA	RR	RL	RF	RM	GF	GMF	FE	FB	ML	MF
Building cleaning and maintenance services								p	p	p	p
Building supply and materials								p	p	p	p
Bus garages									p	p	p
Bus terminal									p	p	p
Business offices					p			p	p	p	p
Cabinet shops	c							p	p	p	p
Camera and photography supplies								p	p		
Campgrounds and RV Parks	c					c					
Candy store								p	p		
Canvas goods manufacturing										p	p
Car wash								c	c		
Cardboard containers manufacturing										p	p
Case goods manufacturing										p	p
Cemetery, private	p	p	p	p	p	p					
Cemetery, public	p				p			p	p		
Chemical manufacturing										c	c
Child care center	c				c			p	p		
Children's home								p	p		
Church (including fellowship buildings)	p	p	p	p	p	p		p	p		
Circus, carnival, fair								c	c		
Clothing and textiles production										p	p
Coin-operated laundry								p	p		
College/university/technical college					p			p	p	p	p
Community centers	c				p			p	p		
Computer and data processing services	c							p	p		
Concrete products production										p	p
Condominiums					p						
Contractor's office	c				p			p	p	p	p
Convenience store								p	p		
Correctional facilities										c	c
Country clubs	p	p	p	p	p			p	p		
Crematorium									p		
Dairy, meat, and seafood market								p	p		
Dance schools								p	p		
Delicatessen								p	p		
Department stores									p		
Detective agency	c							p	p		
Discotheques									p		
Discount stores									p		
Drag strip and race track								c	c		
Drinking establishments									c		
Drug stores								p	p		
Dry cleaners								p	p		
Dry cleaning plants									p	p	p
Dwelling, duplex	p				p			c	c		
Dwelling, Single-family (modular)	p	p	p	p	c	p		c	c		
Dwelling, Single-family (site-built)	p	p	p	p	c	p		c	c		
Electrical appliances and equipment manufact.										p	p
Electrical equipment sales								p	p	p	p

P - Permitted Use
C - Conditional Use
(refer to Article 15)

ARTICLE 11. TABLE OF USES

	P1	RR	RL	RG	RI	RG	MM	GB	HB	M4	M2
Electronic and electrical repair	c							p	p	p	p
Employment agency								p	p		
Engineers	c				p			p	p		
Equipment rental								p	p		
Explosives manufacturing and storage										c	c
Exterminators								p	p	p	p
Fabric stores								p	p		
Family care home	p	p	p	p	p						
Farm machinery manufacturing										p	p
Farm supplies	c							c	c	p	p
Farm/heavy equipment sales and rental									p	p	p
Fertilizers manufacturing and storage										c	c
Fiberglass manufacturing and storage										p	p
Firing range, indoor									p	p	p
Firing range, outdoor	c									c	c
Flea markets (indoor)								p	p	p	p
Floor covering stores								p	p		
Florists	c							p	p		
Flour and feed mills								p	p	p	p
Food and food products manufacturing										p	p
Food catering	c							p	p	p	p
Food store (under 10,000 sq. ft.)								p	p		
Foster home	c				c						
Foundries										p	p
Funeral home	c							p	p		
Furniture manufacturing										p	p
Furniture and home furnishings								p	p		
Furniture refinishing and repair	c							p	p	p	p
Furriers								p	p		
Gas or service station								p	p		
Gift shops								p	p		
Glass and mirror shops								p	p		
Glass products manufacturing										p	p
Go cart track								c	c		
Golf courses	c	c	c	c	c	c		p	p		
Golf driving ranges	c				c			p	p	p	p
Governmental maintenance facility								p	p	c	c
Grading operation	c								p	p	p
Greenways	p	p	p	p	p	p	p	p	p	p	p
Gun and ammunition sales	c							p	p		
Gunsmith	c							p	p	p	p
Hardware stores								p	p		
Hatcheries									p	p	p
Health clubs								p	p		
Health practitioner's office								p	p		
Heating and refrigeration shops								p	p	p	p
Heavy equipment manufacturing										p	p
Hobby, toy, and craft stores	c							p	p		
Home occupation	p	p	p	p							

P - Permitted Use
C - Conditional Use
(refer to Article 15)

ARTICLE 11. TABLE OF USES

USE	RA	RR	RL	RG	RM	RE	MRP	GE	FE	ML	MZ
Home occupation of a commercial nature	c										
Hosiery mills										p	p
Hospital									p		
Hotels/Motels									p		
Ice manufacturing										p	p
Industrial supplies and equipment								p	p	p	p
Insurance agency	c				p			p	p		
Interior designers	c							p	p		
Jewelry stores								p	p		
Junkyards and Auto Salvage Yards										c	c
Kennel and Animal Shelters	c							c	c		
Knitting mills										p	p
Landfills, sanitary										c	c
Landfills, construction or demolition	c									c	c
Landfills, land clearing and inert debris	c									c	c
Landscapers	c							p	p		
Lawn and garden care	c							p	p		
Lawn and garden supplies	c							p	p		
Lawnmower repair	c							p	p		
Leather products manufacturing										p	p
Legal services					p			p	p		
Libraries	c				p			p	p		
Linen and uniform supply services								p	p		
Liquor store									p		
Livestock (non-farm)	c					c					
Livestock sale barns										p	p
Livestock sales										p	p
Locksmith	c							p	p		
Log home manufacturing										p	p
Luggage manufacturing										p	p
Lumber and building materials-sales								p	p	p	p
Lumberyard									p	p	p
Machine and welding shops								c	c	p	p
Machine tools manufacturing										p	p
Mail order office								p	p		
Management consultants	c							p	p		
Manufactured home/recreational vehicle sales									p		
Manufactured Home Parks							c				
Manufactured Home (Class A) on individual lot	p		p	p							
Manufactured Home (Class B) on individual lot	p			p							
Manufacturer's showrooms									p	p	p
Meatpacking and poultry processing plants										p	p
Medical/dental clinics								p	p		
Medical/dental labs									p		
Metal fabricating plants										p	p
Metal fabricating shop									p		
Miniature golf	c							p	p		
Mining and quarrying										c	c
Mini-warehouse								c	c	p	p
Mixed-use project					p			p	p		

P - Permitted Use
C - Conditional Use
(refer to Article 15)

ARTICLE 11. TABLE OF USES

Use	FA	FR	RL	FE	FC	GF	UM	FE	FE	FE	FE
Monument sales									p		
Monument works and sales									c	p	p
Motor vehicle body and paint shop								p	p	p	p
Motor vehicle repair								c	c	p	p
Motocross track	c							c	c		
Movie theatres (drive-in)									p		
Movie theatres (indoor)									p		
Museums	c				p			p	p		
Music stores								p	p		
News syndicates									p		
Newsstands								p	p		
Novelty and souvenir stores								p	p		
Nursing, convalescent facility, assisted living	c				c			p	p		
Oil and gasoline bulk storage										c	c
Open storage								p	p		
Optician and optical supply store								p	p		
Paint and wallpaper stores								p	p		
Paints, varnishes, finishes manufacturing										c	c
Paving and grading operation										p	p
Paper goods manufacturing										p	p
Par 3 Golf	c				c			p	p		
Parks and playgrounds	p	p	p	p	p	p		p	p	p	p
Pawn shop								p	p		
Personnel services									p		
Pet shop								p	p		
Pharmaceuticals manufacturing										p	p
Photocopying services								p	p		
Photofinishing laboratories								p	p		
Photography services and studios	c							p	p		
Pillow manufacturing										p	p
Places of assembly								p	p		
Planing mills										p	p
Plastic products manufacturing										p	p
Plumbing and heating supplies								p	p	p	p
Police and fire station operations	p				p			p	p	p	p
Post office	c				p			p	p	p	p
Postal processing center										p	p
Pottery								p	p		
Precision instruments manufacturing										p	p
Private recreation clubs	c				p			p	p		
Processing plants										c	c
Produce Sales	c							p	p	p	p
Public relations services					p			p	p		
Public utility facility	c	c	c	c	c		c	c	c	c	c
Publishing and printing									p	p	p
Radio and television repair	c							p	p		
Radio and television studios								p	p		
Railroad station operations										p	p
Railroad yard operations										p	p

P - Permitted Use
C - Conditional Use
(refer to Article 15)

ARTICLE 11. TABLE OF USES

Use	FZ	NR	KL	GP	R	GP	ML	CE	HE	MT	MEZ
Real estate services	c				p			p	p		
Recreation, Indoor					p			p	p		
Recreation, Outdoor	c				p			p	p		
Recycling collection center	c				c			p	p	p	p
Recycling Plant										c	c
Refineries										c	c
Rehabilitation facility									c		
Rental of vehicles								p	c		
Research activities									p	p	p
Residential development sales (office on-site)	p	p	p	p	p	p					
Residential storage facilities	c	c	c	c							
Resource extraction (sand, soil, clay)										p	p
Restaurant								p	p		
Retail uses, not otherwise listed								p	p		
Reupholstery	c							p	p	p	p
Roadside stand	p							p	p		
Rodeo	c							p	p	p	p
Saddlery/Tack Shop	c							p	p		
Sanitarium and mental institutions									c		
Sawmills	c								c	p	p
Schools (elementary, middle, high)	p				p			p	p		
Seamstress shop	c							p	p		
Secondhand store/swap shops								p	p		
Septic services								c	c	p	p
Sheet metal shops									p	p	p
Shoe repair and shining								p	p		
Shoe stores								p	p		
Shopping Mall									p	c	c
Shopping Strip									p	c	c
Shopping Center									p	c	c
Sign painting								p	p	p	p
Skating rinks									p		
Slaughterhouse										p	p
Small motor repair	c							p	p		
Sporting goods								p	p		
Springs manufacturing										p	p
Stained glass sales								p	p		
Stone products										p	p
Swine farm	c										
Subdivision (Major)		p	p	p	p	p		p	p	p	p
Subdivisions (Minor)	p *	p	p	p	p	p		p	p	p	p
Supermarkets									p		
Surveyors	c				p			p	p		
Tailoring and dressmaking shops								p	p		
Tanning/Nail Salon	c							p	p		
Technical schools								p	p	p	p
Tent (commercial)								p	p	p	p
Tent (religious)	p	p	p	p	p	p		p	p	p	p
Textile finishing and dyeing										p	p
Tire recapping shops										p	p
Tobacco products manufacturing										p	p
Tobacco shop								p	p		
Townhouses					p						

P - Permitted Use

C - Conditional Use

(refer to Article 15)

ARTICLE 11. TABLE OF USES

Use	RA	RG	RL	RC	R	SE	MT	FE	EE	MT	MT2
Transfer companies								p	p	p	p
Tree service	c							c	c		
Truck, farm equip., heavy equip. sales/serv									p	p	p
Truck/freight terminal									p	p	p
Upholstering shops								p	p	p	p
Utility company operation center									p	p	p
Vacuum cleaner repair								p	p		
Variety stores								p	p		
Vending companies									p	p	p
Warehousing									p	p	p
Watch, clock, jewelry repair	c							p	p		
Wholesale distribution									p	p	p
Wholesale store								p	p		
Winery	c							c	c	p	p
Wine tasting room	c							c			
Wireless communication towers	c							c	c	c	c
Woodworking shops								p	p		
Woodworking plant									p	p	p

* See Article 6, Section 4 of General Provisions

P - Permitted Use
C - Conditional Use
(refer to Article 15)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
ADM (Corporate Tax) Fund**

Approved: _____
Date: _____

County: Yadkin Contact Person: Aaron Church
Address: 217 Willow St., Yadkinville, NC 27055 Title: County Manager
School Admin. Unit: Yadkin County Board of Education Phone: (336) 679-4200
Project Title: Technology Upgrades (laptop computers and carts; switches)
Location: All schools in the district.
Type of Facility: Public Education - Classrooms

G.S. 115C-546.2(b) "Counties shall use monies in the Fund for capital outlay projects including the planning, construction, reconstruction, enlargement, improvement, repair, or renovation of public school buildings and for the purchase of land for public school buildings; for equipment to implement a local school technology plan that is approved pursuant to G.S. 115C-102.6C; or for both. Monies used to implement a local school technology plan shall be transferred to the State School Technology Fund and allocated by that Fund to the local school administrative unit for equipment. As used in this section, 'public school buildings' only includes facilities for individual schools that are used for instructional and related purposes and does not include centralized administration, maintenance, or other facilities. **Applications must be submitted no later than one year after the final payment to the Contractor or Vendor.**

Short Description of Construction Project: To provide multiple sets of 31 laptop computers with carts for classroom use. To upgrade infrastructural switches to support the technology.

Estimated Costs:	State	Local	Total
Purchase of Land	\$ _____	\$ _____	\$ 0.00
Planning	\$ _____	\$ _____	\$ 0.00
Construction	\$ _____	\$ _____	\$ 0.00
Renovation	\$ _____	\$ _____	\$ 0.00
Enlargement	\$ _____	\$ _____	\$ 0.00
Repair	\$ _____	\$ _____	\$ 0.00
School Technology	\$ 200,000	\$ N/A	\$ 200,000
Debt Service/Bond Payment	\$ _____	\$ _____	\$ 0.00
Total	\$ 200,000.00	\$ 0.00	\$ 200,000.00

Bid Dates/Vendors: TBA

Contracts signed/Dates: TBA

Estimated date of beginning of construction: January 2012

Estimated date of completion: May 2012

Match: The matching funds of one dollar of local funds for every three dollars of state funds are from (source): N/A

\$ _____ of the matching funds have been expended for/date/description: N/A

Reporting requirements: We, the undersigned, agree to submit a report of state/local amounts expended for this project within 60 days after completion of the project, or 60 days after receiving state funding, whichever is later.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project and request release of \$ 200,000.00 from the Public School Building Capital Fund. We certify that the project herein described is within the parameters of 115C-546.2(b) and that all of the required local funding is available and designated as match for this project.

(Signature - Chair, County Commissioners)

11-22-11

(Date)

(Signature - Chair, Board of Education)

11-7-11

(Date)

Form date: 1/25/2010

**RESOLUTION ADOPTING A POLICY FOR MUTUAL ASSISTANCE
WITH OTHER LAW ENFORCEMENT AGENCIES**

WHEREAS, pursuant to North Carolina General Statutes § 160A-288, the governing body of a county may adopt appropriate guidelines for the purpose of mutual assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interests of the citizens of Yadkin County to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can be both rendered to and obtained from other governmental jurisdictions; and

WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of Yadkin County;

NOW, THEREFORE, BE IT RESOLVED BY THE YADKIN COUNTY BOARD OF COMMISSIONERS THAT:


1. The Sheriff is hereby authorized to enter into mutual assistance arrangements with other municipal and county law enforcement agencies, provided that the head of the requesting law enforcement agency makes such a request in writing.
2. The Sheriff is hereby authorized to permit officers of the Yadkin County Sheriff's Office to work temporarily with officers of the requesting agency, including in an undercover capacity, and the Sheriff may lend such equipment and supplies to requesting agencies as he deems advisable.
3. All such request and authorizations shall be in accordance with North Carolina General Statutes § 160A-288, as applicable.
4. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgments) as the officers of the requesting agency in addition to those the officer normally possesses.
5. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer's duties.

6. The Sheriff is hereby authorized to enter into mutual assistance agreements with other law enforcement agencies in accordance with such reasonable arrangements, terms and conditions as may be agreed upon between the respective heads of the law enforcement agencies.

Commissioner Welborn moved for the adoption of the foregoing resolution.

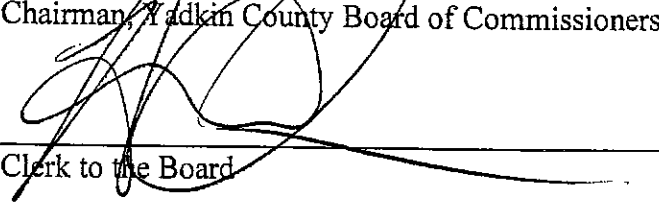
Commissioner Moxley seconded the motion and, upon vote, the same was adopted.

This the 21 day of November, 2011.



Chairman, Yadkin County Board of Commissioners

Attest:



Clerk to the Board

12-5-11

YADKIN COUNTY

**ADDENDUM TO YADKIN COUNTY
(EBS) CONTRACT WITH DAVIS-
MARTIN-POWELL & ASSOCIATES
ENTERED INTO ON THE 17TH DAY OF
OCTOBER, 2011**

NORTH CAROLINA

This addendum is made and entered into this 23rd day of November, 2011 ("Effective Date") between Yadkin County, North Carolina ("County") and Davis-Martin-Powell & Associates, Inc. ("Provider").

This addendum adds a an additional requirement to the Agreement for Services between Yadkin County and Davis-Martin-Powell & Associates entered into on the 17th Day of October to provide a "Comprehensive Enterprise Business Solution for Countywide Water". The additional requirement shall be included in the Contract Specifications.

By signing this addendum, Davis-Martin-Powell & Associates agrees to make the Enterprise Business Solution will be compliant with the North Carolina Rural Center CIP Checklist (ADDENDUM - ATTACHMENT A). In addition, Davis-Martin-Powell & Associates agree to comply with all requirements set forth by the North Carolina Rural Center to ensure that Yadkin County receives the grant assistance with conducting the EBS.

E. Contact Information.

THE COUNTY

Aaron Church
Yadkin County Manager
217 E. Willow Street
Yadkinville, NC 27055
336.679.4200
achurch@yadkincountync.gov

THE PROVIDER

Michael Goliber, PE
Project Manager/Business Development Director
Davis-Martin-Powell & Associates, Inc.
6415 Old Plank Road
High Point, NC 27265
Office 336.886.4821 x 356
Mobile 336.416.2642

These Contract Specifications are hereby acknowledged and agreed to by:

THE COUNTY

BY: _____

Name: Aaron Church

Title: Yadkin County Manager

THE PROVIDER

BY: _____

Name: Michael Goliber, PE

Title: Project Manager / Business Development
Director for Davis-Martin-Powell & Associates

BY: _____

Name: Mike Slusher

Title: President of Davis-Martin-Powell &
Associates.

This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.



2009-149-40101-112

AGREEMENT

ENTERED

JUN 19 2009

GIETS Database

THIS AGREEMENT, entered into this the 2nd day of June 2009, by and between the Yadkin County (hereinafter referred to as "GRANTEE") and the Rural Economic Development Center, Inc. (hereinafter referred to as "CENTER"), a North Carolina non-profit corporation.

WITNESSETH:

THAT, WHEREAS, the CENTER was organized for the purpose of stimulating and supporting economic development in the rural areas of North Carolina; and

WHEREAS, in its efforts to stimulate and encourage Economic Development in the rural areas of North Carolina, the CENTER contracts with academic, public and private entities for the purpose of engaging in such activities; and

WHEREAS, the CENTER has agreed to contract with the GRANTEE to engage in activities to support projects of the CENTER;

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the parties hereto do mutually agree to the following terms and conditions:

1. Scope of Program. The GRANTEE shall develop, perform and complete the work set out in Exhibit A (hereinafter referred to as the "Project") and said Project being that work described in a proposal entitled "Eastern Yadkin County Water Service Study" as approved by the CENTER. Additionally, the GRANTEE agrees to the conditions and regulations for the REDC Supplemental Grants Program as set forth in the Memorandum of Understanding (Exhibit A-1).

2. Changes in the Project.

(a) If changes or extra work are requested and authorized in writing by the CENTER, the GRANTEE will be available to furnish, or obtain from others, the services required.

(b) Any work referred to in paragraph 2(a) above shall be the subject of a separate written agreement between the CENTER and the GRANTEE stating the costs and schedule for completing said extra work.

(c) The GRANTEE shall immediately notify the CENTER of any change in conditions or local law, or any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this paragraph.

3. Term of Agreement. The effective period of this Agreement shall commence on 12/10/2008 and shall terminate on 6/30/2009.

4. Funding.

(a) Subject to the reduction described below, the CENTER grants to the GRANTEE the amount of \$40,000.00, which is the total amount of this agreement for expenditures relating to the Project. In the event that the costs of the project are less than the costs projected in Exhibit A, the grant shall be reduced on a pro rata basis with other project funding.

5. Independent Status of the GRANTEE.

(a) It is agreed between the parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between the CENTER and the GRANTEE. It is further agreed that except for the rights expressly granted to the CENTER in this Agreement, it shall not have any proprietary rights in the Project.

(b) The parties acknowledge that the GRANTEE is an independent entity. The GRANTEE shall not represent itself as an employee of the CENTER nor is this Agreement intended to be construed so as to make the GRANTEE an employee of the CENTER. The GRANTEE shall not have the ability to bind the CENTER to any agreement for payment of goods or services, nor shall it represent to any person that it has such ability. The GRANTEE shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. The GRANTEE shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by the GRANTEE are its sole responsibility, and the CENTER shall not be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. The sums awarded under this agreement shall be paid to the GRANTEE in accordance with the Schedule of Payments attached hereto as Exhibit B. The payments set forth in Exhibit B will be paid within twenty (20) days upon a requisition for payment from the GRANTEE specifying that it has performed the required work under this Agreement and that it is entitled to receive the amount requisitioned under the terms of this Agreement and clarified further in the Memorandum of Understanding (Exhibit A-1).

7. Obligation of Funds. Funds provided by the CENTER may not be obligated by the GRANTEE prior to the effective date or subsequent to the termination date of this Agreement. All obligations outstanding as of the termination date shall be liquidated within thirty days. Prior approval shall not be required for changes which affect the approved budget unless a budget category is exceeded by five (05) percent of the CENTER grant amount. Any changes in the approved budget which would result in the addition or deletion of a budget category shall require prior approval from the CENTER.

8. Construction Deadlines. The GRANTEE must have the project under construction within one (01) year of grant award. Failure to meet this condition may result in withdrawal of award.

9. Amendments. Any and all additions, deletions or other changes in this Agreement shall be effectuated by written amendment, with the written consent of both parties, and said amendments shall be incorporated into this Agreement with the same formalities required of this, the original document.

10. Reports.

(a) The GRANTEE will furnish the CENTER with detailed written progress reports on a quarterly basis or other periods specified in Exhibit C.

(b) The reports referred to in paragraph 10(a) above should describe the progress made by the GRANTEE toward achieving the purpose(s) for which the funds were awarded. This should include the successes and problems encountered during the reporting period.

(c) Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until the CENTER is in receipt of the delinquent report.

(d) All funds awarded to the GRANTEE under this Agreement are appropriated by the North Carolina General Assembly. Accordingly, the GRANTEE acknowledges and agrees

that it will be subject to the audit and reporting requirements prescribed by N.C.G.S. §159-34, The Local Government and Fiscal Control Act - Annual Independent Audit, Rules, and Regulations. Such audit and reporting requirements may vary depending upon the amount and source of funding received by GRANTEE, and are subject to change from time to time. Upon completion, the GRANTEE agrees to forward to the CENTER one copy of any audited financial statements and accompanying reports generated covering the period that the GRANTEE has an active award contract with the CENTER. In addition to the audit and reporting requirements mandated by the State of North Carolina, the GRANTEE agrees to comply with any requests made by the CENTER from time to time for other financial and organizational materials to permit the CENTER to comply with its fiscal monitoring responsibilities.

(e) The GRANTEE agrees that within thirty (30) days after the termination of this Agreement, a Final Report shall be submitted to the CENTER which describes the activities and accomplishments of the Project. The Final Report will include a review of performance and activities over the entire project period and will include a one-page program summary which the CENTER can use for future publication. In that brief summary, the GRANTEE should describe the project, how it is implemented, to what degree the established project objectives were met and the difficulties encountered, what the project changed, and its cost. In addition to accounting for the use of the Project funds during the current fiscal year, the GRANTEE will submit a detailed final financial report by category (i.e., salaries, materials, equipment, etc.) showing all expenditures during the entire Project period and reports the source and amount of all other funds used to support the Project.

(f) The CENTER may request from the GRANTEE certain information which will assist the CENTER with evaluation of the short- and long-range impact of its programs. The GRANTEE recognizes that such request may occur after the termination of this Agreement and agrees, to the extent possible, to provide such information to the CENTER.

11. Project Records.

(a) The GRANTEE shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner as to clearly identify and document the expenditure of the CENTER funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

(b) The GRANTEE shall retain all financial records, supporting documents, and all other pertinent records related to the Project for a period of three years from the date of termination of this Agreement. In the event such records are audited, all project records shall be retained beyond the three-year period until any and all audit findings have been resolved.

(c) The GRANTEE agrees to make available to the CENTER, or its designated representative, all of its records which relate to the Project, and agrees to allow the CENTER or said representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the CENTER or said representative may deem necessary.

12. Publications.

(a) Any reports, data, or other information given to, prepared or assembled by the GRANTEE under the Agreement must contain the following acknowledgment and disclaimer statement: "This material is based upon work supported in whole or part by the Rural Economic Development Center." All materials must also contain the following statement: "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views and policies of the Rural Economic Development Center."

(b) Except as provided in paragraph 11(a) above, the GRANTEE may publish or arrange for the publication of scientific and technical information resulting from work carried out under this Agreement. The GRANTEE may, with the permission of the CENTER, copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

(c) Projects which are the subject of a press release by the GRANTEE to the news media shall contain an acknowledgment statement that the project is supported by an award from the Rural Economic Development Center.

(d) Upon publication of materials resulting from the work of the project, the GRANTEE shall furnish a minimum of two copies of reprints to the CENTER.

13. **Termination.** If through any cause the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the covenants or stipulations of this Agreement, the CENTER shall thereupon have the right to terminate this Agreement by giving written notice to the GRANTEE of such termination and by specifying the effective date of termination. In such event, the CENTER shall have no responsibility to make additional payments under this contract after the date of termination. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the date of termination and the GRANTEE shall repay all unspent grant funds upon the demand of the CENTER.

14. **Liabilities and Loss.** The CENTER assumes no liability with respect to accidents, bodily injury, illness, breach of contract or any other damages or loss, or with respect to any claims arising out of any activities undertaken by the GRANTEE under this Agreement, whether with respect to persons or property of the GRANTEE, or third parties. The GRANTEE agrees to obtain insurance or otherwise protect itself or others as it may deem desirable. Further, the GRANTEE agrees to indemnify, defend and save harmless the CENTER and its officers, agents and employees against any liability, including costs and expenses and attorneys' fees, for the GRANTEE'S violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. The GRANTEE also further agrees to indemnify, defend and save harmless the CENTER and its officers, agents and employees from any and all claims and losses accruing or resulting to any and all subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the GRANTEE or its agents in the performance of the Project and this Agreement.

15. **Availability of Funds.** It is understood that the CENTER'S obligation to pay any amounts under this Agreement is contingent upon the availability and continuation of funds for such purpose. In the event that funds for this Project shall become unavailable, the CENTER may terminate this Agreement upon thirty (30) days written notice to the GRANTEE. All obligations of the CENTER to make payments under this Agreement shall cease as of the date of such termination.

16. **Entire Agreement.** This agreement supersedes all prior agreements between the CENTER and the GRANTEE, and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both the GRANTEE and the CENTER.

17. **GRANTEE Representations and Warranties.** The GRANTEE hereby represents and warrants that

(a) The GRANTEE is duly organized and existing, and, if a corporation, is duly incorporated under the laws of the State of North Carolina.

(b) The execution and delivery of this Agreement have been duly authorized by all necessary GRANTEE action and are not in contravention of law nor in contravention of any GRANTEE certificate of authority, by laws or other applicable organizational documents of the GRANTEE, nor the provisions of any indenture agreement or undertaking to which it is a party or by which it is bound.

(c) There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the GRANTEE'S knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the GRANTEE'S ability to discharge its obligations under this Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the GRANTEE shall be liable to the CENTER for repayment of the entire amount of the grant and this Agreement may be terminated by the CENTER effective upon notice.

(d) The GRANTEE shall at all times preserve its legal existence, except that the GRANTEE may merge or consolidate with or into or sell all or substantially all of its assets to any GRANTEE that expressly undertakes, assumes for itself, and agrees in writing to be bound by all

of the obligations and undertakings of the GRANTEE contained in this Agreement. If the GRANTEE so merges, consolidates or sells its assets without such an undertaking being provided, the GRANTEE agrees to repay to the CENTER the full amount of sums awarded under this contract.

(e) No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the GRANTEE or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The GRANTEE shall provide the CENTER with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Agreement.

(f) The GRANTEE is solvent.

18. Special Provisions and Conditions.

(a) Nondiscrimination. The GRANTEE agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

(b) Findings Property of the CENTER. All finished or unfinished documents, data, surveys, studies, drawings, maps, models, photographs, and reports prepared by the GRANTEE related to the project shall, at the option of the CENTER, become the CENTER'S property.

(c) Conflict of Interest. The GRANTEE certifies that to the best of its knowledge no GRANTEE employee or officer of the GRANTEE has any pecuniary interest in the business of the CENTER or of the Agreement, and that no person associated with the GRANTEE has any interest that would conflict in any manner with the performance of the Agreement.

(d) Compliance with Laws. The GRANTEE shall at all times observe and comply with all laws, ordinances, and regulation of the State, Federal and Local governments which may in any manner affect the performance of the Agreement.

(e) Non-Assignability. The GRANTEE shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the CENTER; provided, however, that claims for money due to the GRANTEE from the CENTER under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

(f) Personnel. The GRANTEE represents that it has, or will secure at its own expense, all personnel required to carry out and perform the scope of services of this Agreement. Such employees shall not be employees of, or have any relationship to any of the members of the CENTER. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the CENTER, Attn: Marquis Crews
Rural Economic Development Center, Inc.
4021 Caryn Drive
Raleigh, NC 27610

If to the GRANTEE: Attn: Ms Kim Phillips
Yadkin County
P.O. Box 146
Yadkinville, NC 27055

or addressed to such other address or to the attention of such other individual as the CENTER or the GRANTEE shall have specified in a notice delivered pursuant to this subsection.

20. Execution. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.

21. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina.

22. Acceptance. If you agree to the grant conditions as stated, please return the original contract with your signature in the space provided. This grant may be withdrawn if your acceptance has not been received by the Rural Center within one month from the date the contract is received.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Yadkin County

By: [Signature]

Title: Chairman, Yadkin Board

ATTEST:

[Signature]

Rural Economic Development
Center, Inc.

By: [Signature]

Title: Vice President, Finance & Administration

ATTEST:

[Signature]



**EXHIBIT A
SCOPE OF SERVICES**

Project # 2009-149-40101-112

**Yadkin County
Eastern Yadkin County Water Service Study**

**Clean Water Partners Fund
Planning**

Yadkin County will carry out the terms of this contract as follows:

1. General Project Description and Justification:

Yadkin County has a poverty rate of 10.0% and is located in a Tier 2 economically distressed county.

Eastern Yadkin County's water distribution needs result from the area's dependence on unreliable ground water sources. Due to probable well failure or contaminated sources, both the Forbush and East Bend areas must solve the unpredictability of their water supply in order to ensure the long-term health and safety of their residents. In order to address these issues, formal modifications to the current county Capital Improvement Plan (CIP) must be made, not only so that necessary updates are made to the existing five-year old CIP, but also to guarantee the careful consideration of the needs of eastern Yadkin County and determine what solutions would best meet those needs. A Preliminary Engineering Report listing alternatives to supply the water needs of the eastern part of the county will result from this planning study of the current water distribution needs of eastern Yadkin County, particularly the two communities of East Bend and Forbush. The purpose of the study will be three fold:

The first review phase will involve developing planning documents and evaluating alternatives for providing water distribution to corridors within the eastern portion of the county. Accessibility of water sources such as the Forsyth County's Northwest Water Treatment Plant or the nearby City of King's King Water Plant, will be examined to assess the options of entering into an inter-local agreement with either of the governing authorities of these two neighboring

water systems. Such options for modifications to subdivision ordinances and zoning status in the eastern area of the county will be evaluated.

The second phase will involve development of an evaluation regarding the feasibility of providing water to the Town of East Bend in the future. East Bend currently relies on a groundwater system whose water has consistently tested positive for combined radium levels above the Maximum Contaminant Levels (MCL), as allowed by 15A NCAC 18C Section 1520. Completion of this phase will determine alternatives to connecting East Bend to the safer water sources looked at under the first phase of the study.

Lastly, the study will use the results of the first phase to determine a means of providing a dependable, long-term potable water solution to Forbush High School and the proposed Forbush Middle school.

Please find attached the Capital Improvements Plan (CIP) Guidelines that the Town of Saratoga will reference when developing this project. (Exhibit A-2)

A copy of the work product(s) produced through this grant must be submitted to Rural Center staff for review. Payment is subject to staff approval of the product.

Per Section 7 of this Contract Agreement:

"Obligation of Funds: Funds provided by the CENTER may not be obligated by the GRANTEE prior to the effective date or subsequent to the termination date of this Agreement."

2. Project Cost and Funds:

Costs	Amount	
Professional Services	\$	76,000.00
Expenses		2,000.00
Grant Administration		2,000.00
Total Project Costs	\$	80,000.00

Financing Source(s)	Amount	
Yadkin County		\$40,000.00
NC Rural Center	\$	\$40,000.00
Total Project Financing	\$	\$80,000.00

3. Project Reporting:

Yadkin County will adhere to the conditions and regulations outlined in the Memorandum of Understanding (Exhibit A-1) and file reports on the dates set forth in Exhibit C of this contract.

EXHIBIT A-1
PLANNING PROGRAM
MEMORANDUM OF UNDERSTANDING

between

North Carolina Rural Economic Development Center, Inc.

and

Legal Name of Applicant / Unit: Yadkin County County: Yadkin
Mailing Address: P.O. Box 146 Street Address: 217 East Willow Street
City: Yadkinville State: NC Zip: 27056
Project Title: Eastern Yadkin County Water Service Study

The purpose of this Memorandum of Understanding is to outline conditions and regulations for a general working relationship between the North Carolina Rural Economic Development Center (Rural Center) and the applicant organization regarding the Rural Center Planning Grant Program. The following conditions and regulations apply to all Rural Center Planning Projects:

Disbursement Policy

The Rural Center will disburse up to 75 percent of Planning grant funds upon submission of satisfactory evidence other funds have been drawn down by 90 percent and that 100 percent of local funds, if committed, have been expended. Documentation in support of expenses must accompany the Financial Request Form. The final 25 percent will be disbursed upon completion of the project and submittal of the final approved product.

Project Schedule

A timeline has been provided to the Rural Center as part of the application package. This represents the adopted schedule for this project. The grantee understands that the Rural Center will establish the date for termination of its contract using this information and that time is of the essence. Updates or changes to the project schedule must be provided to the Rural Center as they are adopted by the grantee for use in administering this project. Rural Center reserves the right to reject or ask for further clarification regarding the timeline and its implementation.

Contract Time Requirements

Rural Center may revoke or revise its approval of funding for the project if work intended is not under contract within six months after the Rural Center approval date of the project and if not completed within one year of Rural Center approval. The Rural Center approval date will be incorporated in the contract as the Commencement Date.

Changes in Project Scope

It is clearly understood that a change in the project scope may not be implemented without prior written approval from Rural Center and submission to Rural Center of evidence of other funders approval of the change(s). A change of scope will include any change to the project design, capacity of the system, the number and/or type of customers served, or equipment items purchased.

Changes in Project Funding

It is further understood that if the grantee receives additional funding for the project after the Rural Center approval, these funds cannot be used to reduce the amount of local funds pledged or to displace other grant funds committed to this project; any such action could result in the reduction of the Rural Center Planning grant by the amount of funds added to the project. If new funds are made available to this project, the Rural Center must be notified immediately. Likewise, it is understood that the local share, as pledged to the Rural Center in the original application, will not be diminished in the event of a cost overrun in the completed project.

Cooperation with Primary Funder and Rural Center

It is understood that the grantee will cooperate with its other funders as identified in the application and will provide information and reports as prescribed by the funder and will adhere to all applicable regulatory and/or statutory requirements of the Primary Funder and the State of North Carolina particularly as they relate to the procurement of goods and services and in the maintenance of proper accounting records.

Reporting Procedure

Quarterly progress reports will be submitted to Rural Center as set forth in the terms of the contract document to be executed. The first report will be due 90 days from the date of award. Subsequent quarterly reports will be required until project completion and close of the contract.

Final Report

A final report is required and will be due upon close of the project. This report must be submitted and approved by the Rural Center prior to disbursement of final funds.

 7-17-08
SIGNATURE OF CHIEF ELECTED OFFICIAL AUTHORIZED REPRESENTATIVE DATE

Kimberly Clark Phillips
TYPED NAME

County Commissioner, Chair
TYPED TITLE

EXHIBIT A-2
CAPITAL IMPROVEMENT PLAN CHECKLIST
NC RURAL ECONOMIC DEVELOPMENT CENTER

- I. **GOAL STATEMENT.** A goal statement is required in the CIP. The statement should address the quality of service to be provided, the area to be serviced, and how services will be delivered. The statement should read something like:

"The Town of Smailville will provide high quality drinking water at the lowest effective cost, to citizens within its corporate limits."

"Summerville County will provide wastewater treatment service to customers in Water and Sewer District A in an efficient manner, with an emphasis on preserving the public health and the natural beauty of the county."

What is the goal statement for this particular capital improvement plan?

- II. **DESCRIPTION OF PROJECT AREA.** Two areas need to be covered in the project area description: Demographics, and Land Area Configuration. Refer the most current statistics available.

- A. **Demographics.** For demographic information, please cite the source of the data.

What is the population of the project area?

What is the poverty rate?

What is the median household income?

Compare/contrast these numbers with average state data.

- B. **Land Area Configurations.** For topography, hydrography, and soil type information, cite the source of the data.

Topography. What is the landscape?

Hydrography. What creeks and rivers flow nearby? Does groundwater play an important part in the water supply? How does the land drain?

General soil types. What soil types are present in the project area? Do they drain well?

III. DESCRIPTION OF EXISTING FACILITIES

A. General Status. Information about the water and/or sewer systems should include:

When was the original construction date?

What was the historical development?

Were there any upgrades to the system(s)?

What are the dates of the last upgrades?

What is the current number of residential customers?

What is the current number of industrial customers?

What is the current number of commercial customers?

What are the pipes made of?

What range of sizes are the pipes?

What is the age(s) of the treatment plant(s)?

What kind of treatment does the system(s) provide?

What are the current water and/or sewer rates?

What are the projected water and/or sewer rates?

If available, provide a service area map.

B. Existing Capacity.

What is the capacity of the treatment plant(s)?

What is the average daily usage of the plant?

How much excess capacity exists beyond the average daily usage?

Are there any commitments of capacity to other units of local government to be utilized in the future?

Does the water treatment plant or well system have sufficient production capacity for the local government?

Does the wastewater treatment plant have sufficient capacity for the needs of the local government?

C. Present Condition.

What is the general operating condition of the system(s)?

**For water systems, what is the annual percentage water loss?
Anything over 10% annually is excessive.**

What is the source of water loss?

Are there any problems with chlorine by-products, bacterial contamination, or naturally occurring mineral deposits (if the water source is a well) such as iron, arsenic, sulfur, fluoride, etc.?

Are there undersized pipes in the system, or piping that will no longer meet state regulations?

What type of water treatment system is there?

For wastewater treatment systems, is there inflow and infiltration?

Where is the source of the inflow and infiltration?

If the system has I/I problems, has the amount of I/I been estimated?

What steps have been or will be taken to correct the I/I?

What was the amount of I/I reduction from the completed repairs?

What type of wastewater treatment plant does the local government utilize?

Has the unit of local government received any Notices of Violation, Special Orders of Consent (SOC), or other environmental violation citations in the last two years?

What type of discharge (direct, land app, reuse) does the plant utilize?

D. Previously Completed Studies, Assessments, Etc.

Have other studies been done that have assessed the condition of the physical infrastructure of the project area? When were they done? Who performed the study? What were the findings?

Have other studies been done that assessed rate and fee structures in the project area? When were they done? Who performed the study? What were the findings?

Does the project area government have a capital budget? What are its priorities?

Is the Capital Improvement Plan consistent with previously completed studies?

E. Specific Limitations

Is the project area in the Central Coastal Plain Capacity Use Area?

If so, how is the community planning to meet the withdrawal limitations of the Central Coastal Plain Capacity Use Area rules?

Is the project area in the Southern Coastal Plain Capacity use Area?

If so, how is the community working with other communities to conserve water, and to find alternate water sources?

How does the community plan for drought events?

F. Long-Term Potential Alternatives.

Over a 20-year planning period, what long-term changes to service delivery are predicted to occur?

Does the community expect to experience population growth?

Does the community expect to draw a large, water-using employer, or lose a large, water using employer (EX: textile mill, processing plant)?

Will the community eventually want to regionalize its water and/or wastewater services?

Would the community be open to water reuse, to conserve potable water?

IV. Description of Known Deficiencies (over a six year horizon)

- A. Identify capital outlay needs.** Using the demographic, land area and facility information detailed above, the local government should identify improvement needs. Consideration should be given to meeting water and sewer demands at specified levels of service and reliability, improving system operations and performance, and recommended enhancements to current operation and maintenance programs. As a guide, it is suggested that local governments with populations less than 5000 consider capital outlays significant when they are over a \$20,000 threshold. Local governments with populations greater than 5000 could consider significant capital outlays as those over \$50,000.
- B. Prioritize the requests.** After the needs have been identified, prioritizing the needs establishes a ranking for the local government – a suggested order in which the needs should be addressed over time and as funds become available. Prioritization can be based on a simple ranking system using the judgment of decision-makers, or by a priority ranking system that identifies the degree of urgency or priority of function of each item listed. Other local governments may choose to use a more structured prioritization system, such as a two-tiered ranking system, that looks at both degree of urgency and priority of function. Both approaches are outlined below.
 - 1. Example of a priority ranking system based on the degree of urgency, or priority of function:**
 1. Repairs or construction to ensure safety of persons or property
 2. Construction to complete projects previously authorized

3. Major renovations or additions to provide fuller use of existing facilities
4. New facilities to reduce overcrowded conditions or relieve obsolescence
5. New facilities to meet increases in demand
6. New facilities to provide for improvements in programs
7. New facilities for new programs or services

2. Example of a two-tiered ranking system, using function and degree of urgency as the two tiers

Function Urgency	Protection (1)	Environmental Protection (2)	Heritage and Cultural (3)	Housing (4)	Transportation (5)	General Maintenance (6)	Recreation (7)	General Government (8)
Legislation (1)	1	2	3	4	5	6	7	8
Hazard (2)	2	4	6	8	10	12	14	16
Efficiency (3)	3	6	9	12	15	18	21	24
Std. of Service (4)	4	8	12	16	20	24	28	32
Economic Advantage (5)	5	10	15	20	25	30	35	40
Increased or Improved Service (6)	6	12	18	24	30	36	42	48
New Service or Convenience (7)	7	14	21	28	35	42	49	56

- C. Schedule requests (needs): Most traditional capital improvement plans extend five to seven years in the future and are updated on an annual basis. This updating each year is generally done as part of the budgeting process for the local government. The process of scheduling requests allows a local government to divide out capital expenditures over the years covered by the CIP and to identify likely sources for funding the needed improvements.

An example of how a schedule can be structured is shown below. The current year (year in which the plan is done) is referred to as "Coming Budget Year". Expenditures from the previous year are referred to as "Prior Year".

Expenditures". The following years are referred to as "Planning Year One", "Planning Year Two", etc. The following matrix provides a sample schedule.

Project Number And Code	Total Project Expenditures	Prior Year Expenditures	Coming Budget Year	Planning Year One	Planning Year Two	Planning Year Three	Planning Year Four	Planning Year Five	Years Beyond CIP Period

V. Forecast Future Needs (over a 7 - 20 year horizon)

Provide a forecast of future needs and anticipated financial resources. Local governments may use planning-level opinions of probable cost for capital and operations and maintenance based on previous estimates or historical data from comparable work, costing curves, and estimating guides and handbooks. Provide a list and brief description of the needs with estimated costs.

EXHIBIT B
PAYMENT SCHEDULE

The Rural Economic Development Center, Inc. shall make payable to Yadkin County a sum of \$40,000.00 as follows:

- p Initial payment not to exceed 90% of the contract funds, or \$36,000.00, upon submission of satisfactory evidence that primary and secondary grant and/or loan sources have been drawn down by 90%, and that 100% of local funds have been disbursed.
- p A final payment not to exceed 10% of the contract funds, or \$4,000.00, subject to the completion of all work related activities and closure of the contract. All payments are made subject to the submission of a financial reporting form detailing all project expenditures in the format provided by the Center.

In order to draw down funds, the grantee must show evidence that all other project funds have been spent. Examples of such evidence include an invoice stamped paid and a check number or a receipt from a vendor.

Please include evidence of expenditure with your financial request.

Request for payment must be submitted within thirty (30) days after the end of the contract period.

All payments will be made subject to the availability of funds.

EXHIBIT C
REPORTING SCHEDULE

In accordance with the contractual agreement between Yadkin County and the Rural Economic Development Center, Inc., progress and final reports should be submitted according to the following schedule:

<u>Due Date</u>	<u>Report Due</u>	<u>Reporting Period</u>
03/31/2009	Progress Report	12/10/08 to 02/28/09
07/31/2009	Final Report	03/1/09 to 06/30/09

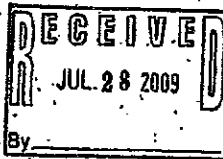
Final Report: Due 30 days after closure of project and submitted with final payment request



Thomas W. Lambeth
Chairman

Billy Ray Hall
President

Mr. Chad Wagoner
Yadkin County
P.O. Box 146
Yadkinville, NC 27055



July 22, 2009

Re: Contract 2009-149-40101-112
Amendment No. 1

Dear Mr. Wagoner:

In order to complete the activities associated with the above referenced contract for "Eastern Yadkin County Water Service Study", the current agreement must be amended.

It is understood and agreed by the undersigned that this letter amends the Agreement (the "Original Agreement") dated 12/10/2008 between Yadkin County ("Grantee") and the Rural Economic Development Center, Inc. ("Center").

PARAGRAPH 3. Term of Agreement is amended as specified below:

DELETE: "terminate on 6/30/2009."
ADD: "terminate on 10/31/2009."

EXHIBIT C - Reporting Schedule is amended with additional reporting dates:

<u>Due Date</u>	<u>Report Due</u>	<u>Reporting Period</u>
11/30/2009	Final Report	07/1/09 to 10/31/09

If you agree with the amendment as proposed, please sign the original and the enclosed copy. You should retain the copy for your files and return the original to the attention of the contract manager at the Rural Center.

ACCEPTED:
Yadkin County

By:

Title: Board of Commissioners, Chairman

ACCEPTED:
Rural Economic Development
Center, Inc.

By:

Title: Vice President, Finance & Administration

North Carolina

Rural Economic

Development Center, Inc.

4921 Cary Drive

Raleigh, NC 27610

Phone: (919) 250-4314

FAX: (919) 250-4325

DATE: 7/24/09

DATE: 7/22/09